



October 31, 2017

**INVITATION TO BID FOR  
COMPUTER PURCHASE 2017**

**BIDS ARE DUE NOVEMBER 14, 2017 at  
12:00 P.M., LOCAL TIME**

Summit County Children Services  
264 South Arlington Street  
Akron, Ohio 44306

**BIDS WILL BE OPENED AND PUBLICLY READ  
AT THAT SAME TIME AND PLACE.**

Any questions regarding this bid package should be directed to  
Summit County Children Services  
ATTN: Michael Hostettler, IT Director  
via e-mail to [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org)

**LEGAL ADVERTISEMENT  
NOTICE TO BIDDERS**

Sealed bids will be opened and publicly read on **November 14, 2017 at 12:00 p.m. local time**, at Summit County Children Services, located at 264 South Arlington Street, Akron, OH 44306, as authorized pursuant to Summit County Children Services Board of Trustees Resolution 01-2017-24/D for:

- 1) A minimum of Fifty (50) Dell Latitude 7389 CTO (configure-to-order) laptop computers**
- 2) A minimum of Forty-Five (45) Dell OptiPlex 7450 AIO (all-in-one) desktop computers**

All bids must comply with the specifications in the Invitation to Bid package. Bid documents may be obtained by logging onto the website at [www.summitkids.org](http://www.summitkids.org), under the "Bidding Opportunities" tab or may be picked up free of charge from SCCS, located at 264 S. Arlington Street, Akron, OH 44306, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, beginning on **October 31, 2017** through the end of business on **November 13, 2017**

**SEALED BIDS AND ALL NECESSARY DOCUMENTS** must be received no later than **12:00 p.m. local time on November 14, 2017** at Summit County Children Services, 264 South Arlington St., Akron, Ohio 44306 and shall be addressed to Michael Hostettler, IT Director. Bids received after that time will not be accepted.

All questions pertaining to the Bid **MUST** be received by SCCS to the attention of Michael Hostettler, IT Director via e-mail to [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org) and received no later than 4:00 p.m. on November 7, 2017. To ensure you receive responses to your questions that have been emailed, you are asked to register your interest in bidding by emailing Mr. Hostettler at [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org). Registration of interest will be accepted until 4:00 pm on **November 4, 2017**. Please title the subject of your email "Registration of Interest for Computer Purchase 2017." SCCS cannot be responsible for providing responses to those who have not registered.

SCCS reserves the right to reject all bids. SCCS reserves the right to select multiple vendors in accordance with the lowest bid for laptop and desktop computers respectively.

Summit County Children Services  
Jonathon D. Hart, Esq.  
Legal Counsel/Risk Management Officer

To be advertised: **October 31, 2017** via ABJ and via [www.summitkids.org](http://www.summitkids.org).

Electronically Sent to ABJ on **October 26, 2017**.

Please invoice: Summit County Children Services  
264 S. Arlington Street  
Akron, OH 44306  
Attention: Michael Hostettler, IT Director

**SUMMIT COUNTY CHILDREN SERVICES  
INVITATION TO BID  
COMPUTER PURCHASE 2017**

**I. INTRODUCTION**

The vision of Summit County Children Services, a public children services agency authorized under Ohio Revised Code Section 5153, hereinafter referred to as "SCCS," is to be the premier county children services agency within the State of Ohio that puts the needs of abused and neglected children first. SCCS serves abused, neglected, and dependent children and provides services to promote child safety, family stability, and permanency for all children served.

In order to realize its goals, SCCS is issuing this Invitation to Bid (hereinafter referred to as "ITB") in order to obtain bids to purchase new laptop and desktop computers from a qualified seller of such machines (hereinafter referred to as "Vendor" or "Bidder") who is able to provide the number of machines needed and the quality needed to comply with SCCS' current technology systems. This will be a one-time purchase of a minimum of fifty (50) configure-to-order laptop machines and a minimum of forty-five (45) all-in-one desktop machines as specified herein. SCCS estimates that the delivery of these machines will take place in January 2018.

**II. CONTACT PERSON**

Summit County Children Services  
ATTN: Michael Hostettler  
Director of Information Technology  
Phone: (330) 379-1913  
Email: [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org)

**III. TENTATIVE SCHEDULE OF EVENTS**

**Important Dates and Times**

**Invitation to Bid Issued**

**October 31, 2017.**

(via ABJ and [www.summitkids.org](http://www.summitkids.org))

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**Register Interest**

**by 4:00pm EST on November 4, 2017**

via e-mail to [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org)

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**Submit Questions**

**by 4:00 pm EST on November 7, 2017**

via e-mail to [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org)

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**2 Copies of Sealed Bids Due**

**at or before 12:00 pm EST on November 14, 2017**

(264 S. Arlington St., Akron, OH 44306)

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**Bid Opening**

**at 12:00pm EST on November 14, 2017**

(264 S. Arlington St., Akron, OH 44306)

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**Estimated Delivery Date**

**January 2018 (subject to change)**

- A. **Registration of Interest:** To ensure you receive copies of responses to questions that have been e-mailed by potential Bidders, you are asked to register your interest in bidding by e-mailing mailing Mr. Hostettler at [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org). Registration of interest will be accepted until 4:00 p.m. on **November 4, 2017**.
- B. **Questions:** All questions regarding the ITB must be in writing and emailed to Michael Hostettler, IT Director, at [mhostettler@summitkids.org](mailto:mhostettler@summitkids.org) on or before 4:00 pm local time on **November 7, 2017**. Questions received from Vendors and SCCS' responses will be forwarded to all Vendors who have submitted a registration of interest. **SCCS will not respond to questions received after 4:00 PM local time on November 7, 2017.**
- C. **Bid Submission:** Bids must be **received by SCCS at or before 12:00pm EST on November 14, 2017**. Bids may be submitted in person or by mail to:

Summit County Children Services  
ATTN: Michael Hostettler, IT Director  
264 S. Arlington St.  
Akron, Ohio 44306

Bids may NOT be delivered via facsimile, e-mail, or any other electronic means. Hand delivery can take place only during normal business hours of 8:30am to 4:30pm Monday through Friday, prior to the Bid Submission Deadline of 12:00pm EST on **November 14, 2017**. Bids should be labeled "Bid for Computer Purchase 2017." Bids must be sealed.

- D. **Untimely Bids:** Any bid received after 12:00pm local time on **November 14, 2017** will be automatically rejected and will NOT be opened. Vendor assumes the risk for any delay caused by any chosen delivery method, including delays caused by weather. It is Bidder's responsibility to ensure delivery at the time and place specified herein; any assumption as to the dependability and/or reliability of mailing services, including expedited mail services, are made at Bidder's own risk. Requests to a bid after the bid submission deadline will not be considered.
- E. **Reservation of Rights:** SCCS reserves the right to reject any or all bids for any reason without penalty. SCCS reserves the right to issue amendments or addenda to this ITB at any time prior to the bid submission deadline. SCCS reserves the right to select multiple vendors in accordance with the lowest bid for laptop and desktop computers respectively. All dates are subject to change, including the bid submission deadline. SCCS will provide notice of any such changes to all vendors who have submitted a Registration of Interest as provided for in Paragraph A above.

#### IV. DEFINITIONS

- A. **Bidder:** As used in this ITB, the organization, entity, or individual who submits a Bid in response to this ITB. "Bidder" is used interchangeably with "Vendor" throughout this ITB.
- B. **Vendor:** As used in this ITB, the organization, entity, or individual who submits a Bid in response to this ITB. "Vendor" is used interchangeably with "Bidder" throughout this ITB.
- C. **Invitation to Bid ("ITB"):** "ITB" refers to this document, inclusive of any and all attachments, exhibits, addenda, or amendments.

#### V. SCOPE OF SERVICES

SCCS is seeking Bids to purchase 1) a minimum of Fifty (50) Dell Latitude 7389 CTO (configure-to-order) laptop computers (each including a keyboard, mouse, monitor, and docking station) and 2) a minimum of Forty-Five (45) Dell OptiPlex 7450 AIO (all-in-one) desktop computers (each including a keyboard and mouse), all of which must meet the following technical specifications, or their equivalent:

##### 1. Dell Latitude 7389 CTO (configure-to-order) laptop computer

SKU	Description
210-AMOW	Dell Latitude 7389 CTO
379-BCPQ	7th Generation Intel Core i5-7300U (Dual Core, 2.60Gz, 3MB cache)
619-AHKN	Win 10 Pro 64 English, French, Spanish
658-BCSB	Microsoft(R) Office 30 Days Trial
338-BMJW	Intel Core I5-7300U CPU, UMA Graphic, 8G memory
338-BMJZ	ODM L10 Assy base
631-ABLV	Intel vPro Technology Advanced Management Features
631-ABLW	Intel Sensor Solution
400-ASJL	M.2 128GB SATA Class 20 Solid State Drive
401-AAGM	No Additional Hard Drive
391-BDIS	13.3" FHD (1920 X 1080) Touch LCD with Mic/6.5mm Camera, WLAN Capable
583-BDYM	Internal US English Qwerty Backlit Keyboard
275-BBBW	Dell MS116 Wired Mouse Black
580-ADJC	Dell KB216 Wired Keyboard English Black
555-BDTM	Intel(R) Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Driver (2x2)
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2)
362-BBBB	No Wireless WAN Card
451-BBZC	Primary 4-cell 60W/HR Battery
492-BBXR	65W E5 Type-C Power Adapter
346-BCIO	Palmrest with Non-security, tie with 82key keyboard
620-AAOH	No Media
450-AFGM	Dell Dock – WD15 with 130W Adapter
817-BBBB	No FGA
450-AAEJ	US Power Cord
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)
430-XXYG	No Resource DVD
340-BSPI	QSG placemat for Win10, ENG/FR

340-ACQQ	No Option Included
332-1286	US Order
387-BBMT	Energy Star Compliant
452-BBSE	No Docking Station
389-BCGW	No UPC Label
340-AAPP	Direct ship Info Mod
340-BSMQ	Min Config Package for ODM L10
340-BSMR	System Shipment Latitude 7389 WWAN
340-BSMS	SHIP,NBK,DAO,TPM,SHTLE,7389
340-BSMT	Shuttle Box Package for ODM L10
575-BBCH	No Stand included
389-BEYY	Regulatory Label included
389-BREQ	Intel Core i5 vPRO Label
525-0131	Dell Command   Power Manager (DCPM)
525-BBCL	SupportAssist
631-ABKV	Latitude 7389 Software Driver
640-BBLW	Dell(TM) Digital Delivery Cirrus Client
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)
658-BBRB	Waves Maxx Audio
658-BCUV	Dell Developed Recovery Environment
800-BBGU	BTO Standard Shipment (VS)
610-BBVN	Dell Latitude 7389 Flex 3
460-BBYM	Kit - Dell Urban Briefcase 15 - Fits up to 15" Dell Notebooks
429-AATO	No Removable CD/DVD Drive
814-3619	Dell Limited Hardware Warranty Plus Service
814-3666	ProSupport Plus: Accidental Damage Service, 4 Years
814-3667	ProSupport Plus: Next Business Day Onsite, 4 Years
814-3668	ProSupport Plus: Keep Your Hard Drive, 4 Years
814-3669	ProSupport Plus: 7x24 Technical Support, 4 Years
210-AIIM	Dell 24 Monitor - P2417H
806-2755	Premium Panel Warranty Advanced Exchange 3 years
806-2763	Dell Limited Hardware Warranty

## 2. Dell OptiPlex 7450 AIO (all-in-one) desktop computer

<b>SKU</b>	<b>Description</b>
210-AKMX	BASE,AIO,OPTI,7450,CTO,WW
338-BKYY	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux
619-AHKN	Win 10 Pro 64 English, French, Spanish
630-AAPK	No Productivity Software
370-ADJW	8GB (1x8GB) 2400MHz DDR4
340-ABIG	SSD as first boot drive
400-AOZO	M.2 128GB SATA Class 20 Solid State Drive
773-BBBJ	Screw for M.2 SATA SSD

401-AADF	No Additional Hard Drive
817-BBBN	NO RAID
409-BBCF	No Intel Rapid Start or Smart Connect
575-BBHP	Articulating Stand for OptiPlex 7440/7450
490-BDIJ	AMD Radeon R7 M465X, 2GB
429-AAZF	8x Slimline DVD+/-RW Drive
555-BBNG	Thank You for Choosing Dell
555-BBFO	No Wireless
391-BBDM	Non-Touch LCD, Dell OptiPlex AIO
329-BDHP	7450 AIO 23.8, FHD NonTouch with Camera, Discrete Graphics, Platinum PSU
461-AABV	No Accessories
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black
275-BBBW	Dell MS116 Wired Mouse, Black
631-ABEU	No Out-of-Bands Systems Management
525-BBCL	SupportAssist
640-BBLW	Dell(TM) Digital Delivery Cirrus Client
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers,
658-BBRB	Waves Maxx Audio
658-BCUV	Dell Developed Recovery Environment
620-AALW	OS-Windows Media Not Included
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module
332-1286	US Order
340-ABJI	No Diagnostic/Recovery CD media
340-BJWF	MOD,PLCMT,QSG,W10,7450,DAO
658-BBTV	CMS Essentials DVD no Media
450-AAOJ	System Power Cord (Philippine/TH/US)
329-BBJL	TPM Enabled
389-BCGW	No UPC Label
389-BRFY	MOD,LBL,REG,JSD2,GS,7450
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Multi-language)
340-BJWH	MOD,SHP MTL,TAR,AIO23.8,DAO
389-BBUU	Shipping Label for DAO
389-BLST	Intel Core i7 Processor Label
800-BBIO	Desktop BTO Standard shipment
817-BBBB	No FGA
997-6870	Dell Limited Hardware Warranty Plus Service
997-6873	Onsite/In-Home Service After Remote Diagnosis 4 Years
981-3953	Keep Your Hard Drive, 4 Year

## **VI. FORMAT OF BID RESPONSE**

- A. **General** - The Bid response will be incorporated as part of the contract and will be used as a basis of development of a final contract. SCCS reserves the right to reject any Bid which takes exception to the terms and conditions of this ITB. By submitting a Bid in

response to this ITB, Vendor is agreeing to each and every term and condition set forth in this document.

- B. Organization** - SCCS expects Vendors to adhere to the following format in submitting a response to the Bid request. Bids should be prepared as simply and straightforwardly as possible.

<u>Section</u>	<u>Title</u>
1	Company Summary
2	Client References
3	Warranties
4	Exhibit 1: Bid Pricing Form
5	Exhibits 2-5
6	Certificates of Insurance

- C. Instructions** - Instructions relative to each section of the Bid Response are as follows:

- Section 1: Company Summary. Bidders must provide information about their company in order for SCCS to evaluate Bidder's stability and ability to support all the commitments set forth in the Bid. The company should outline its background and include the following information:
  - How long the company has been in business
  - A brief description of the company
  - Company size and organizational structure
- Section 2: Client References. Bidders must supply a list of at least three (3) client references for projects of a similar size to the project contemplated in this ITB.
- Section 3: Warranties. Bidders must supply information for any and all warranties pertaining to the goods to be purchased.
- Section 4: Bid Pricing. Bidders shall complete Exhibit 1 to this ITB, the Bid Pricing Form, and include it as Section 4 of their Bid. The Bid Pricing Form must be signed in BLUE INK by an individual with authority to contractually bind Bidder. Bidders shall follow the instructions on the Bid Pricing Form in completing that form.
- Section 5: Exhibits 2-5. Bidders shall include completed, fully executed copies of Exhibits 2-5 in this section, including notarization where applicable.
- Section 6: Certificates of Insurance. Bidders shall attach Certificates of Insurance which reflect the types of coverage and policy limits required by Section XII(C) of this ITB.

## **VII. COMPENSATION**

Selection of a vendor and purchase of the laptop and desktop computers requested and specified herein is fully contingent on the ability of SCCS to lawfully appropriate said funding. SCCS reserves the right to reject all Bids in the event of loss of funding.

SCCS will pay Bidder for the laptop and desktop computers requested and specified herein in an amount that may be less than but shall not exceed the quote provided by the lowest qualified Bidder. Upon notice from SCCS that Bidder has been awarded the contract, SCCS will contact Bidder to discuss the finalization of the contract. Payment will be subject to successful negotiation and execution of a contract and SCCS' approval and acceptance of goods provided by Vendor.



## **VIII. GENERAL INFORMATION AND REQUIREMENTS**

- A. **Communication Prohibition** – From the issuance of this ITB until the bid opening, there shall not be **any** communications concerning the ITB between any person, organization, or other business entity submitting a Bid and any staff member of SCCS members or the SCCS Board of Trustees other than as detailed herein. **Vendors who fail to comply with this prohibition risk elimination of their Bid from further consideration.**
1. **Exceptions** – The only exception to this prohibition on communication are as follows:
    - a. To register interest as detailed in Section III above; and/or,
    - b. To submit questions to the Contact Person identified in Section II of this ITB during the Question and Answer period; and/or,
    - c. As necessary in any on-going business relationship separate from the ITB.
- B. **Subcontractors** – SCCS does not desire to have the Vendor rely on subcontractors as their primary source of staffing to meet the service needs of this ITB and resulting contract. If Vendor is considering the use of a subcontractor(s) for any part of the work described in this ITB, Vendor shall clearly identify the proposed subcontractor(s) and their role in providing services. The Bid must include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:
1. Subcontractor's legal status, federal tax ID number, and principle place of business address;
  2. Name, phone, and fax number of a person authorized to legally bind the subcontractor to contractual obligations;
  3. A complete description of the work the subcontractor will do;
  4. A commitment to do the work, if the prospective Vendor is selected for the contract; and
  5. Willingness to execute a Release which would hold SCCS harmless from any liability related to the agreement with Vendor, including specifically releasing SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Vendor is selected for the contract.
- C. **Unresolved Findings for Recovery** – Ohio Revised Code section 9.24 prohibits SCCS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. SCCS will review the Auditor of State’s website prior to evaluating bids. SCCS will not evaluate a bid from any Vendor whose name, or the name of any of the subcontractors, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.
- D. **Federal Debarment** - SCCS will review the federal Excluded Parties Listings Website prior to evaluating bids. SCCS will not evaluate a bid from any Vendor whose name, or the name of any of the subcontractors, appears on the federal Excluded Parties List.
- E. **Public Information** – All Bids and materials submitted will become the property of SCCS. SCCS is a public agency, and the process to procure goods and services is open to inspection by the public, including pricing, terms of payments, bid materials, and evaluation scores. Vendor should not provide any materials or information Vendor

deems proprietary or trade secret information unless Vendor designates such information as confidential and expressly requests such information not be considered public record. SCCS will review such confidentiality requests and advise Vendor as to its determination as to whether the information is of such nature that confidentiality is warranted. If materials/information are not marked "confidential," Vendor waives any right to assert such confidentiality.

1. **EXCEPTION:** In order to ensure fair and impartial evaluation, Bids and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under 149.43 of the Revised Code shall not be available until after the award of the contract.

**F. Examination and Responsiveness to the ITB** – Vendors are expected to read and be familiar with the entire ITB. Vendors' Bid should be responsive to the ITB and comply with the ITB in a manner that makes it clear that they understand and responded to all sections of the ITB.

**G. No Payment for Bid Preparation** – SCCS is not liable for any Bid preparation expenses Vendor incurs.

**H. Withdrawing Bids**

1. A submitted Bid may be withdrawn by written request prior to the bid submission deadline. Written requests shall contain the reason that Bidder is requesting to withdraw the Bid.
2. After the bid submission deadline, bids may only be withdrawn as permitted by Ohio Revised Code § 9.31.
3. SCCS may terminate negotiations with a Vendor at any time during the negotiation process if the Vendor fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If SCCS terminates negotiations with a Vendor, SCCS may negotiate with the Vendor whose Bid is ranked the next lowest and best qualified.

**I. SCCS Rights and Conditions**

1. Ohio Revised Code Section 307.90 and 307.91 permits SCCS to reject all bids, waive technicalities, amend the original estimate, and to advertise for new proposals or bids on the required services if SCCS determines that award of a contract is not in the best interest of SCCS, prices submitted are excessive compared to the market, or the bids are non-responsive.
2. This ITB does not constitute an offer. Acceptance of bids for review does not commit SCCS to award a contract. SCCS reserves the right to cancel, withdraw, or reissue this ITB in part or in its entirety up until the time a contract is signed by the SCCS Executive Director.
3. SCCS is the final authority in determining if a bid is responsive or non-responsive to the terms and conditions of the ITB.
4. SCCS reserves the right to award a single contract, multiple contracts, or to reject any or all bids or parts of bids received.
5. The terms and conditions contained in this ITB become part of the resulting contract with the selected Vendor. SCCS reserves the right to reject any Bid which disclaims or takes exception to the terms and conditions of this ITB.
6. SCCS reserves the right to modify the scope of the ITB to incorporate emerging best practices or services, operational, programmatic or policy changes, changes

to law or rules and regulations, changes in technology, product substitutions due to unavailability of product specified, price changes, decreases or increases in funding, or decreases or increases in demand for services if the foregoing were unforeseen at the time of the ITB and the modifications are related to the original purpose of the ITB.

7. SCCS may, at its sole discretion, waive minor errors or omissions in any ITB.
8. SCCS reserves the right to request that vendors provide clarifications, make oral presentations, or submit additional information pertaining to their Bid.
9. SCCS reserves the right to utilize any ideas submitted in bids unless those ideas are covered by legal patent or copyright and are identified as such in the bid.
10. SCCS reserves the right, if additional funds become available, to make additional awards based on the remaining bids submitted in response to this ITB and/or to provide additional funds to successful Vendors in lieu of releasing a new ITB.

**J. Contractual Obligations**

1. Vendor's Bid becomes binding on Vendor upon submission of the ITB, subject to SCCS' acceptance. All Bids shall remain open and valid for a period of not less than sixty (60) days from the Bid Submission Deadline.
2. SCCS will not be contractually bound until and unless a written Agreement has been fully executed by both parties.
3. If the Vendor refuses or fails to accept the terms and conditions set forth herein, it may result in rejection of the Bid or cancellation of the award.

**K. Unlawful discriminatory practices** – The Bidder selected under this Bid must comply with Section 4112.02 of the Ohio Revised Code (ORC) and refrain from engaging in unlawful discriminatory employment practices.

**L. Immigration** – Bidder must certify that Bidder will not employ any alien in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to immigration, exclusion, deportation or expulsion of aliens.

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## **IX. AWARDS**

- A. SCCS will examine bids to determine compliance with this ITB and any applicable County ordinances, and may award a contract to the lowest responsive and responsible bidder if SCCS feels that award of a contract is in the best interest of SCCS and if the SCCS Board of Trustees approves award of a contract.
- B. Bidders shall be considered responsive if their Bid responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give a competitive advantage. The factors that SCCS shall consider in determining whether a bidder on the contract is responsible include the experience of Bidder, financial condition, conduct and performance on previous contracts, management skills, and ability to execute the contract properly.
- C. SCCS may waive irregularities, omissions, or variations in any bid.
- D. SCCS reserves the right to reject any and all bids, as detailed in Section XIV of this ITB.

## **X. UNACCEPTABLE BIDS**

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit (hereinafter referred to as “the County”) or SCCS, upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County or SCCS, or has failed to perform faithfully any previous contract with the County or SCCS or has been debarred by the County or the State of Ohio from consideration for contract awards.

## **XI. REJECTION OR ACCEPTANCE OF BIDS**

- A. SCCS reserves the right to reject any and all bids in their entirety, or any part or parts of any bid, and also reserves the right to waive any informality in the bid.
- B. SCCS reserves the right to hold bids for up to sixty (60) days.
- C. SCCS reserves the right to consider all elements in determining the responsibility of Bidder in determining whether to award a contract.
- D. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind may be rejected at the sole discretion of SCCS. By submitting a Bid in response to this ITB, Bidder agrees to each and every term and condition listed herein. Any language in a Bid which purports to disclaim or take exception to the terms and conditions of this ITB may be cause for rejection of that Bid.
- E. SCCS shall not be liable for any expenses incurred by Bidders in the preparation of their bids.
- F. SCCS reserves the right to reject the bid of any Vendor who violates the Communication Prohibitions articulated in Section IV(A) of this ITB.
- G. SCCS will not be contractually bound until and unless a formal written agreement has been fully executed by both parties.

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## **XII. CONDITIONS AND RESTRICTIONS**

- A. Implied Requirements. All services which are not specifically mentioned in this ITB, but which are necessary to provide the functional capabilities described by a Bidder, shall be included in the bid.
- B. Licenses. All licenses required by the State of Ohio and/or local community, if any, which are necessary to perform the contract, must be obtained prior to submitting a response to this Invitation to Bid.
- C. Insurance. In order to protect SCCS from liability, relative to any service provided pursuant to an agreement arising from this Invitation to Bid, Vendor shall purchase and keep in full force and effect the following:
1. General Liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence, Three Million Dollar (\$3,000,000) aggregate, on account of bodily injury, including death, or property damage, including products and completed operations, personal and advertising injury, and liability assumed under contract. Vendor's General Liability insurance requirements may be satisfied by the purchase of a combination of primary, excess, and/or umbrella insurance.
  2. Workers' Compensation insurance as statutorily required, and Employer's Liability Insurance, Ohio Stop Gap, with limits of not less than One Million Dollars (\$1,000,000) each accident, each employee.
  3. All insurance hereby required of Vendor shall respond to liability asserted against the Vendor, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of the Vendor that performs services for SCCS under any resulting Agreement.
  4. Except for Workers' Compensation insurance, all insurance required of the Vendor shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered, or non-renewed with no fewer than thirty (30) days prior written notice to SCCS.
  5. SCCS and the County, and their employees, elected and appointed officials, agents, and representatives shall be included as additional insureds under the Vendor's Commercial General Liability insurance policy, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under the Vendor's Commercial Umbrella policy, if any; their Commercial General Liability, Commercial Auto Liability, Commercial Umbrella insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. There shall be no endorsement or modification of the Commercial General Liability or Commercial Umbrella to make either of these policies excess over other available insurance, it being understood that any liability insurance of SCCS, if any, shall be non-contributing.
  6. If the Vendor's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
  7. All insurance purchased by the Vendor as required by this agreement, shall be purchased from insurers whose AM Best rating shall be "A-, VII" or higher.
  8. The Vendor shall be responsible for any deductibles or retentions existing within the insurance purchased by it.
  9. If the Vendor fails to maintain the insurance as required herein, SCCS shall have the right but not the obligation to purchase said insurance at the Vendor's expense.

10. The Vendor's failure to maintain the required insurance may result in the termination of this agreement, at SCCS' option, notwithstanding any contradictory provisions in therein.
11. The Vendor shall require all subcontractors, persons, agents, or independent contractors engaged by the Vendor to provide services hereunder (hereinafter referred to as "Subcontractors") to purchase and maintain insurance coverages, including terms, conditions, and limits of liability substantially similar (as determined in SCCS' sole discretion) to those set forth in this Section as respects the Vendor. Upon request from SCCS, the Vendor shall deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
12. The Vendor shall report to SCCS any claim, suit, or other proceeding asserted against or otherwise implicating the Vendor or any Subcontractor that, in the reasonable commercial opinion of the Vendor, may result in a liability of the Vendor or Subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by the Vendor to SCCS shall be in writing and sent to SCCS within thirty (30) days of the Vendor's receipt of such claim, suit, or other proceeding whether or not such claim, suit, or proceeding is or may be covered by insurance.
13. To the extent any insurance purchased by the Vendor or a Subcontractor is issued on a claims-made basis, such policy shall include an Extended Reporting Period endorsement option providing continuing coverage under such policy for not fewer than (3) three years after the date of termination of the policy period.
14. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect the Vendor or any Subcontractor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to SCCS and others in the agreement.
15. SCCS reserves the right to amend, revise, or otherwise supplement the insurance requirements imposed upon the Vendor, and may do so by communicating in writing such amendment or revision to the Vendor.

Prior to execution of an agreement arising from this ITB, Vendor shall furnish SCCS with copies of the aforementioned proof of insurance coverages as required herein, including monetary coverage values, effective dates, and including SCCS, the County, its agents, employees and Board of Trustees named as an additional insureds under the Commercial General Liability and Umbrella Policies.

- D. Billing. Processing of payment may take up to thirty (30) days. SCCS is not responsible for late payment due to unforeseen circumstances, such as computer problems, mail delivery delays, Summit County payment processing, or work stoppages.
- E. ITB Amendments or Addenda. SCCS reserves the right to issue amendments or addenda to this ITB at any time. SCCS reserves the right to cancel or reissue this ITB.

### **XIII. DISADVANTAGED BUSINESS PREFERENCE**

- A. In determining the qualifications of Bidders, there will be a preference for bids from disadvantaged businesses as provided herein.
- B. Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid, or ten thousand dollars (\$10,000), whichever is less.
- C. Preference shall not apply as provided in this section where prohibited by State or Federal law or regulation.
- D. Definitions - For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. "Disadvantaged business" means either a small business (including a sole proprietorship, partnership, corporation, or joint venture of any kind) that is owned and controlled by United States citizens and residents of Ohio who are members of an economically disadvantaged group (which includes minorities, females, and persons with disabilities) or any governmentally owned and operated sheltered workshop for the mentally retarded and developmentally disabled located within the State of Ohio.
  2. "Owned and controlled" means that at least fifty-one percent (51%) of the business is owned by persons who belong to an economically disadvantaged group, and that such owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. If the business is a corporation, at least fifty-one percent (51%) of each of the following must be members of an economically disadvantaged group: the board of directors; the principal executive officers; and ownership in shares of every class of stock. If the business is a partnership, at least fifty-one percent (51%) of each class of partnership interest must be owned by partners belonging to an economically disadvantaged group. If the business is a sole proprietorship, the proprietor must be a member of an economically disadvantaged group and own the entire interest in the capital, assets, profits, and losses of the business, not including mortgages and other types of financial arrangements secured by assets or bonds secured by revenues. If the business is a joint venture, at least fifty-one percent (51%) of the joint venture must be controlled by economically disadvantaged persons, one (1) or more of such persons being designated as the joint venture manager, and such persons have an interest in the capital, assets, profits, and losses of the joint venture proportionate to their percentage of ownership.
  3. "Minority" means African-Americans, Native Americans, Hispanics, and Southeast Asians.
  4. "Persons with disabilities" means individuals with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, individuals with a record of such impairment, or individuals regarded as having such impairment.
  5. "Small business" means any business having twenty-five (25) or fewer employees or less than one million dollars (\$1,000,000) in annual gross sales.
- E. Procedure – In order to qualify for preference, bidders must be certified as a disadvantaged business prior to the advertisement for bids or other announcement for quotes by Summit County, and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. Bidders shall provide in their response to any bid or quote written evidence of their certification by the State of Ohio or appropriate agency of the Federal government that Bidder is currently recognized as a business owned and operated by a minority, female, or person with a disability. If no State or Federal agency exists for such certification, then Bidder shall submit, prior to bidding, an affidavit containing such information as SCCS deems necessary to determine if the business is owned and

operated by a minority, female, or person with a disability, and such affidavit shall be certification thereof.

- F. Prohibition; Deceptive Bidding – No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates, or participates in the operation of a disadvantaged business.
- G. Penalty – Whoever violates Paragraph (F) above is guilty of deceptive bidding, a misdemeanor of the first degree. In addition to the penalty provided by this section or any other penalty provided by law, any person convicted of a violation of Paragraph (F) hereof, shall forfeit to Summit County a sum not less than the amount of their bid and shall be debarred from contracting with the County for eight (8) years.
- H. Cumulative Preferences – No bidder shall receive preferences cumulatively exceeding five percent (5%) or fifteen thousand dollars (\$15,000.00), whichever is less (County of Summit Ord. 2000-202. Adopted 5-22-00.) .

#### **XIV. TAXES**

SCCS is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.

#### **XV. EXAMINATION OF SPECIFICATIONS**

Bidder is required to carefully read the bid specifications so as to become familiar with the purchase of goods being sought in this ITB. Errors in bid preparation, including cost calculation, may result in rejection of a bid.

#### **XVI. TERMS AND CONDITIONS**

- A. Contract - A written contract by and between SCCS and the selected Bidder will be executed following approval of the SCCS Board of Trustees. In addition to this written Contract, the ITB, the selected Bid proposal, and any written documents supplementing, amending, or incorporated in the ITB and/or the selected Bid shall represent the entire and integrated Agreement between Bidder and SCCS, and shall supersede all prior negotiations, representations, or agreements whether written or oral. Such Agreement may be amended only by a signed, written agreement of Bidder and SCCS. SCCS will not be contractually bound until and unless a formal written agreement has been fully executed.
- B. Indemnification - Bidder will indemnify and hold harmless SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees from and against all suits or claims, whether or not foreseeable, that may be based upon any injury to persons or property arising out of any error, omission, willful misconduct, or negligent act of Bidder or its employees, agents, or subcontractors; and Bidder will, at its own expense, defend: SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees in all litigations and pay all attorney fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and Bidder will, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against SCCS and/or Summit County, and/or their respective officers, agents, employees, or Board of Trustees pursuant to such litigation.



- C. Claims for Breach of Contract - Bidder agrees that any claim or lawsuit against SCCS relating in any way to services provided under any agreement resulting from this ITB must be filed no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Bidder waives any statute of limitations to the contrary.
- D. Nondiscrimination - Bidder and all employees, agents, and/or subcontractors must not discriminate in any manner in the performance of any contract arising from this ITB by reason of race, handicap, color, religion, sex, age, national origin, or disability and shall comply with all federal, State of Ohio, County of Summit, and local anti-discrimination laws, as amended, and any related applicable rules, regulations, and executive orders, as amended. Bidder must comply with all policies and procedures of SCCS and the County of Summit relating to discrimination and intimidation. All solicitations or advertisements for employees placed by or on behalf of Bidder and all employees, agents, and/or subcontractors must state that Bidder or subcontractor is an equal opportunity employer. Bidder must cause this nondiscrimination provision to be included in every subcontract entered into with regard to the services provided.
- E. News Media - Bidders are prohibited from speaking to representatives of the news media about any aspect of SCCS' operations, including but not limited to, programs, personnel, or clients. The SCCS Executive Director and/or her authorized representative are the only spokespersons for SCCS.
- F. Successors and Assigns - SCCS and Bidder each bind themselves, their successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the resulting contract documents.
- G. Independent Contractor - Bidder will perform its duties under any contract arising from this Invitation to Bid as an independent contractor, not as an employee of SCCS. Bidder will not have or claim any right arising from employee status. Bidder will be responsible for supplying a Federal identification number to SCCS and Bidder will be responsible for payment of Federal, State and Local taxes as applicable.
- H. Termination - Any contract or agreement executed as a result of this ITB may be terminated by SCCS upon a thirty (30) day written notice for any reason, or:
- 1 Immediately by SCCS in the event of breach of any provision of the contract by Bidder;
  - 2 Immediately by SCCS if Bidder violates any law or regulation in performing services herein;
  - 3 Immediately by SCCS if Bidder files for or is adjudicated bankrupt;
  - 4 Immediately by SCCS if a receiver is appointed over substantially all of Bidder's assets;
  - 5 After fourteen (14) days if Bidder defaults in meeting its obligations and fails to cure the default.
- I. Force Majeure - SCCS and Bidder agree that neither party is responsible to the other party for nonperformance or delay in performance of the terms of any contract resulting from this ITB due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

- J. Conflict of Interest - Bidder agrees that Bidder, its officers, members, and employees currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Bidder's functions, duties, and responsibilities hereunder. If Bidder, its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, Bidder shall immediately disclose such interest in writing to the SCCS Executive Director. If any such conflicting interest develops, Bidder agrees that the person with the conflicting interest will not participate in any activities related to this Agreement until such time as SCCS, through its Executive Director, determines such participation would not be contrary to the public good and interest. Bidder agrees: (1) to refrain from promising or giving to SCCS employees anything of value to manifest improper influence upon the employee; (2) not to solicit employees to violate the SCCS Conflict of Interest policy/procedure; (3) to refrain from conflicts of interest; and, (4) to certify that Bidder complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43 and the SCCS Conflict of Interest policy/procedure.
- K. Equal Employment Opportunity - Bidder will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- L. Illegal Alien Status - Bidder certifies that Bidder will not employ any alien in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to immigration, exclusion, deportation, or expulsion of aliens.

*The remainder of this page intentionally left blank.*

**BID PRICING**

**DIRECTIONS:** The wording of this form should be retained throughout, without change, alterations, or additions. Any changes in the wording may cause your Bid to be rejected. This page must be signed in **blue ink** by an individual with authority to enter into contracts on Vendor's behalf.

To: Summit County Children Services  
264 South Arlington Street  
Akron, OH 44306  
Attention: Michael Hostettler, Director of Information Technology

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the SCCS Computer Purchase Invitation to Bid 2017, hereby proposes and agrees to fully perform the Computer Purchase services within the time stated and in strict accordance with the Bid Documents for the following:

**Term.** This is a one-time purchase of a minimum of fifty (50) configure-to-order laptop machines and a minimum of forty-five (45) all-in-one desktop machines. The term will commence upon full execution of the Agreement resulting from this Bid (if any), and terminate upon delivery of all laptop and desktop computers to SCCS, subject to SCCS' approval and acceptance of said computers.

**Compensation.** SCCS will pay Bidder for the computers requested and specified herein in an amount that may be less than but shall not exceed the quote provided by the lowest qualified Bidder. **Vendors shall include the cost of delivery of the machines to SCCS, at 264 S. Arlington Street, Akron, OH 44306, in their Bid pricing.**

Having reviewed the specifications set forth herein, the undersigned hereby proposes to furnish all of the computers specified and described in said specification for the said work, for the following sum:

**1) FOR A MINIMUM OF FIFTY (50) DELL LATITUDE 7389 CTO (CONFIGURE-TO-ORDER) LAPTOP COMPUTERS**  
**PER MACHINE COST**  
**INCLUSIVE OF DELIVERY** \$ \_\_\_\_\_

**2) FOR A MINIMUM OF FORTY-FIVE (45) DELL OPTIPLEX 7450 AIO (ALL-IN-ONE) DESKTOP COMPUTERS**  
**PER MACHINE COST**  
**INCLUSIVE OF DELIVERY** \$ \_\_\_\_\_

In submitting this bid, it is understood that SCCS reserves the right to reject any and all bids or part of any or all bids. It is agreed that any contract resulting from this ITB is contingent upon SCCS' ability to appropriate funding. It is also agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof. SCCS reserves the right to select multiple vendors in accordance with the lowest bid for laptop and desktop computers respectively.

*Continued on the following page.*

**EXHIBIT 1** (page 2)

NAME OF BIDDER \_\_\_\_\_  
Company/Corporation/Partnership Name

PRINCIPAL PLACE OF BUSINESS ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CORPORATION IS ORGANIZED UNDER THE LAWS OF \_\_\_\_\_  
State

DATE OF ESTABLISHMENT OF PLACE OF BUSINESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
Print Name

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

FEDERAL TAX I.D. NUMBER \_\_\_\_\_

## **EXHIBIT 2**

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

As used in this certificate, the term “contract” includes the “Purchase Order” and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term “Contractor” shall refer to the Provider, Bidder, Vendor, and/or Subcontractor of Supplier. This certificate shall be renewed annually. Notwithstanding the forgoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Contractor certifies the following to SCCS:

- A. **REPORTS**: Within thirty (30) days after any contract/subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Contractor shall file Standard Form 100, entitled “Equal Employment Opportunity Employer Information Report EEO-1” unless Contractor has either filed a report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file.
- B. **PRIOR REPORTS**: If Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through ((7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, Contractor has filed all required compliance reports. Contractor shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractor prior to awarding subcontracts not exempt from the Equal Opportunity clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES**: Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term “segregated facilities” means any waiting rooms, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or natural origin because of habit, local customs, or otherwise. Contractor further agrees that except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**. A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: Penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Contractor, with fifty (50) or more employees which is not otherwise exempt under 41 C.F.R. Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect. 60-1.40. Contractor will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract or \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.
- E. Contractors are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.
- F. Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notifications or noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by:

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Project: **Computer Purchase Invitation to Bid 2017**

**EXHIBIT 3**

**CERTIFICATION FOR NONDISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY**

\_\_\_\_\_(Name of Vendor) understands that if it is found to be the best suitable bidder, Vendor hereby agrees that in the hiring of employees for the performance of work under this contract or any sub-contract here under, no Vendor or sub-contractor or any person acting on behalf of such Vendor shall by reason of race, creed, or color discriminate against any citizens of the State of Ohio in the employment of labor or workers who qualify and who are available to perform the work to which this contract relates.

\_\_\_\_\_(Name of Vendor) further agrees that no Vendor, subcontractor, or any person acting in his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

\_\_\_\_\_  
Signature of Duly Authorized Agent                      Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

This certification becomes part of the resultant contract.

## EXHIBIT 4

### NOTICE

Attached are alternative Affidavits related to Personal Property Taxes as is required by ORC § 5719.042 for every competitive bid contract awarded by Ohio public agencies.

- 1 The first Affidavit is to be completed if there is **no liability** for delinquent Property taxes in Summit County.
- OR-
- 2 The second Affidavit is to be completed only if there **are outstanding, delinquent** Property taxes in Summit County.



STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF NON-LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES  
OHIO REVISED CODE 5719.042**

I \_\_\_\_\_, being first duly sworn, do hereby state that at the time the Proposal was submitted, Affiant was not charged with any delinquent personal property taxes on the general tax list of personal property of the County of Summit in Ohio.

Further affiant sayeth naught.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES  
OHIO REVISED CODE 5719.042**

I \_\_\_\_\_, being first duly sworn, do hereby state as follows:

1. That at the time the Proposal was submitted, Affiant was charged with delinquent personal property taxes on the general tax list of personal property of the County of Summit in Ohio;
2. That the amount of such due and unpaid delinquent taxes is \$\_\_\_\_\_ and that the amount of the due and unpaid penalties and interest is \$\_\_\_\_\_. The total delinquent taxes, penalties and interest is \$\_\_\_\_\_.

Further affiant sayeth naught.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT 5**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF NON-COLLUSION**

I, \_\_\_\_\_, first being duly sworn, do hereby state as follows:

1. That Affiant is acting on behalf of Vendor \_\_\_\_\_ and holds the title of \_\_\_\_\_;
2. That Affiant, on behalf of Vendor, further says that the Proposal herein is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation;
3. That such Proposal is genuine and not collusive or sham;
4. That Affiant, on behalf of Vendor, is the only person(s) interested in the profits of any Contract which may result from the herein contained Proposal.
5. That Affiant, on behalf of Vendor, has not directly or indirectly sought by agreement, communication or conference with anyone to fix the price of any bidder, or to fix any overhead, profit, or cost element of such bid price or that any other bidder, or to secure any advantage against the Summit County Children Services;
6. That said Proposal is made without any connection or interests in the profits with any other person making any other Proposal for said work.
7. That said Proposal is, in all respects, fair and without collusion or fraud.
8. That no member of **Summit County Children Services** is directly or indirectly interested therein; and all statements made in this Proposal are true.

Further affiant sayeth naught.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public